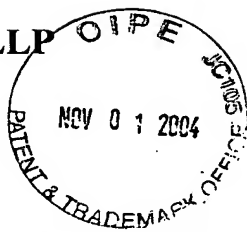


BOSE McKINNEY & EVANS LLP



Customer No. 25267

2700 First Indiana Plaza
135 North Pennsylvania Street
Indianapolis, Indiana 46204
(317) 684-5000

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Group: 2632 }
Atty. Docket: 8266-1265 }
Applicants: Wildman et al. }
Invention: ARTICLE LOCATING AND }
TRACKING APPARATUS }
AND METHOD }
Serial No.: 10/822,525 }
Filed: April 12, 2004 }
Examiner: Unknown }

Certificate Under 37 CFR 1.8(a)

I hereby certify that this correspondence is being
sent via facsimile to: Commissioner for Patents,
Box DAC, Washington, D.C. 20231

On October 25, 2004

Melissa McKibben

PETITION TO FILE APPLICATION BY OTHER THAN ALL THE INVENTORS
UNDER 37 C.F.R. § 1.47

Director
U.S. Patent and Trademark Office
Post Office Box 1450
Alexandria, Virginia 22313-1450

Dear Sir/Madam:

A diligent effort has been made to locate and contact Thomas M. Fleck, a joint inventor in the above-captioned application.

Evidence of Applicants' attempts are set forth in the email attached hereto.

Mr. Fleck's last known address is 73 Oakmont Place, Apt. 288, Batesville, Indiana 47006.

Mr. Fleck is a former employee of Hillenbrand Industries, Inc. (see attached Inventions, Improvements, Copyrights and Trade Secrets Agreement executed by Mr. Fleck on April 24, 2000).

11/03/2004 AWONDAF1 00000176 10822525

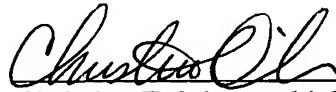
02 FC:1460

130.00 DP

The prescribed fee of One Hundred Thirty Dollars (\$130)(US) as set forth in § 1.17(h)
is submitted herewith.

Respectfully submitted,

BOSE McKINNEY & EVANS LLP


Christine E. Mayewski Orich
Registration No. 44,987

Indianapolis, Indiana
(317) 684-5251

574045_1

Orich, Christine E. M.

From: Bev_Lamping@hill-rom.com
Sent: Wednesday, October 20, 2004 11:57 AM
To: Orich, Christine E. M.
Subject: Re: Urgent reminder - Your 8266-1265/our n1-15579



Christine,
I don't have any documentation on this with Tom Fleck. I had talked with one of the other inventors who tried calling Tom's parents house but they would never return the call. I know he tried at least 2 different times to contact them and they never did return his calls. I sent out a letter to Tom and it was returned to me because he was no longer at that address. But I couldn't tell you dates for any of these. Hopefully this will help. Let me know if you need anything else from me.

Thanks,
Bev

1265/our n1-15579

"Orich, Christine
E. M."
<corich@boselaw.c
om>

To: <Bev_Lamping@hill-rom.com>
cc:
Subject: Urgent reminder - Your 8266-

10/20/2004 11:45
AM

Bev, please let me know if you have any questions. Thanks.

Christine E. M. Orich, Esq.
Bose McKinney & Evans LLP
135 North Pennsylvania Street
Indianapolis, Indiana USA 46204
office: 317-684-5414
cell: 317-796-7732
fax: 317-223-0414

-----Original Message-----

From: Deanna_Young@Hillenbrand.com [mailto:Deanna_Young@Hillenbrand.com]
Sent: Thursday, October 14, 2004 4:13 PM
To: Orich, Christine E. M.; Blaylock, Kelly
Subject: Re: Your 8266-1265/our n1-15579

Chris/Kelly: You should continue to work with Bev.

Bev, this is a reminder that the deadline is October 23 so you should work with Kelly as soon as possible. Thanks.

HILLENBRAND INDUSTRIES, INC.

Inventions, Improvements, Copyrights and Trade Secrets Agreement

Thomas M. Fleck, in part consideration of my employment by Hillenbrand Industries, Inc. or its subsidiaries, divisions or branches (hereafter called "Company") do hereby agree as follows:

1. All inventions, discoveries and product design improvements, conceived or developed by me at any time during the term of employment by Company and which relate to the business carried on or contemplated by Company shall be and remain the sole and exclusive property of Company whether patentable or not. I will promptly and freely disclose the same to my supervisor and, if requested to do so, provide Company a written description thereof.
2. I will carefully guard the trade secrets or confidential information of Company, and I will not, while in the employ of Company or at any other time thereafter, disclose to anyone, directly or indirectly, nor use the benefit of for myself or third parties, any of Company's trade secrets or confidential information without the written consent of the Company.
3. Upon leaving the employ of the Company, I will not take with me, without written consent of Company, any property including, but not limited to, any engineering or manufacturing drawing, blueprint or other reproduction, technical or manufacturing data, tables and calculations, letters, ledgers, customer lists, bills of material, or copies thereof, or any papers or records containing confidential information pertaining to the business, operations or financial affairs of Company and I will return to Company any of the same then in my possession. I will hold all such property in my possession in trust and will make no use of such property for the benefit of others in violation of the trust.
4. I will furnish such information and assistance as may be required by Company, at its expense, to obtain, perfect and maintain domestic and foreign patents for any patentable inventions conceived by me during my employment by Company and will execute any applications or documents, including assignments, necessary to obtain such patents and vest title thereto in Company.
5. Any invention, discovery or product design improvement conceived by me within two years after termination of employment by Company and which relates to the work performed by the subsidiary, division, or branch in which I worked for the Company shall be and remain the exclusive property of Company. I will promptly and freely disclose the same to Company and I shall execute any applications or documents, including assignments, necessary to obtain such patents and vest title thereto in Company.
6. All Works of authorship related to the business carried on or contemplated by Company and which are fixed in any tangible medium of expression "Works," created by me shall be and remain exclusively the property of Company. Each such Work created by me shall be a "work made for hire" under the copyright law and Company may file applications to register copyright in such Works as author and copyright owner thereof. If, for any reason, any such Work created by me is excluded from the definition of a "work made for hire" under the copyright law, then I do hereby assign, sell, and convey to Company the entire rights, title, and interests in and to such Work, including the copyright therein. I will execute any documents which Company deems necessary in connection with the assignment of such Work and copyright therein to Company. I will take whatever steps and do whatever acts Company requests, including, but not limited to, placement of Company's proper copyright notice on such Works created by me to secure or aid in securing copyright protection in such Works and will assist Company or its nominees in filing applications to register claims of copyright in such Works. Company shall have free and unlimited access at all times to all such Works and all copies thereof and shall have the right to claim and take possession on demand of such Works and copies.
7. It is the policy of our Company to respect all trade secret and confidential information of any other company, including our competitors, and any company where our employees may have previously been employed. Your signature on this form will constitute your representation that you have not removed, disclosed or used any trade secret or confidential information from any other company for use at our Company.
8. Inventions, discoveries, product design improvements, Works and trade secrets which I have conceived, developed or acquired prior to my employment by Company and which are excluded from this agreement are:
(If left blank it is presumed there are none - continue list on back side of this sheet.)
9. This Agreement shall be construed in accordance with the laws of the State of Indiana.

Signed and copy hereof received this 24 day of APRIL, 2000
at CARY, NC

Witness:

[Signature] 4-24-00

[Signature] 4-24-00
Signature